

*Argonne Henderson*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

WHEREAS, Juana Bermejo, as Lessor heretofore executed an Oil, Gas And Mineral Lease, dated October 17, 2006, to Fort Worth Energy Co., L.P., as Lessee, and recorded on October 31, 2006, as Document No. D206341243, Official Public Records of Tarrant County, Texas covering the following described lands, located in Tarrant County, Texas, to wit:

0.138 acre, more or less, located in the James F. Ellis Survey, Abstract No. 490, Tarrant County, Texas, being Block 16, Lot 4, J.S. Smith Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 204-A, Page 118, Plat Records, Tarrant County, Texas.

AND WHEREAS, provision on lease states: "Notwithstanding anything to the contrary in the lease, Lessee agrees there shall be no drilling or surface operations on the leased premises."

NOW THEREFORE, Not withstanding anything to the contrary, it is the desire of the Lessee and Lessor to amend the provision in the lease to state as follows:

It is hereby agreed and understood that there shall be no drilling activities on the surface on the leased premises without the prior written permission from the surface owner of the applicable portion of the leased premises.

AND WHEREAS, the lease and all rights and privileges thereunder are now owned and held by XTO Energy Inc., a Delaware Corporation.

EXCEPT as otherwise amended the above described lease is and shall remain in full force and effect as written in accordance with its terms and conditions, and the undersigned Lessor recognizes said lease as a valid and sustaining Oil and Gas Lease

AND, for the same consideration recited above, I or we, the undersigned, jointly and severally, do hereby adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance or operation of laws, and whether vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and all of its provisions, as amended, are binding on the undersigned and is valid and subsisting Oil and Gas lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

IN WITNESS WHEREOF, this instrument is executed on this the respective date of the Acknowledgment below, but shall be effective, however, as of October 17, 2006.

  
Juana Bermejo, a single woman

STATE OF TEXAS       }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 13 day of January, 2009  
by Juan Bermejo, a single woman



  
Notary Public, State of Texas

Return to: Bryson G. Kuba  
6127 Green Jacket Dr.  
Apt.# 1136  
Fort Worth, TX 76137